

## County School Superintendent.

We are authorized to announce Captain G. W. CROOK as a candidate for County Superintendent of Free Schools of Lewis county.

Election August 18, 1876.

## THE RAILROAD.

## Meeting of the stockholders.

In pursuance of the notice given by the Corporation of the Weston and West Fork Railroad, a meeting of the Stockholders was held at the Court House on Tuesday last. The meeting was called to order by Mr. William E. Lively, upon whose motion William L. Dunnington was made Chairman and J. W. Woffordin Secretary. After some business of minor importance had been transacted, Mr. F. M. Chalfant submitted the following by-laws for the government of the Directors, which were adopted:

## BY-LAWS.

1. This Corporation shall be known as the Weston & West Fork Railroad Company, and shall have its principal office in the town of Weston, Lewis county, West Virginia.

2. The officers of this Corporation shall consist of eleven Directors, to be elected annually by ballot by the Stockholders; and a President, Vice-President, Secretary and Treasurer to be elected by the Directors; all of whom shall hold their offices for the term of one year, or until their successors are elected and qualified.

3. The Board of Directors shall have authority to make by-laws for their own government; and shall have full power and authority to carry out the objects of this incorporation; to which end they shall have authority to sue, contract, employ, and discharge agents and officers as may in their judgment be necessary; prescribe the duties of officers and agents, and fix their compensation.

4. The Treasurer shall be required to give a bond in the penalty of \$30,000, conditioned for the faithful performance of the duties of his office, and for the paying over and accounting for all moneys that may come into his hands by virtue of his office.

5. Vacancies in the office of Directors shall be filled by the Directors until the next meeting of the Stockholders.

6. The annual meeting of the Stockholders shall be held on the first Tuesday in May, in each year.

The next business in order was the election of Directors; and the following gentlemen were elected:

Directors for 1875-6.

N. Goff, Jr., S. R. Steele,  
James Lynch, B. D. Ricker,  
David Bassell, Wm. A. Watson,  
Henry Brannon, W. G. Bennett,  
Isaac Jackson, R. P. Camden,  
T. A. Edwards.

along the proposed route of the road, the people were enthusiastic in its favor. It will be noticed that five of the Directors are residents of Harrison county, and six of Lewis. All of them, of course, are stockholders. After the transaction of some other business, the meeting adjourned.

Subsequently an informal meeting of the Directors present was held at the Bailey Hotel. T. M. Jackson, the engineer, was present, and made a statement of his views in relation to the proposed route. Of course an eye survey cannot be relied upon for a true test of practicability, or upon which to base an estimate of the probable cost of the road. Mr. Jackson stated that all vor-both in Harrison and Lewis; and that considerable rivalry exists as to the route. The cry is "River" or "Pike." Both routes being practicable, with very little difference in distance or cost of construction, the freeright of way will have much to do with determining the route.

The Directors present instructed the Secretary to notify the Directors of their election, and to call a meeting of the Directors to be held in Weston on the 1st of May. We shall give the proceedings of the meeting in our next issue.

## Governor Jacob's Answer.

The text of the answer of Governor Jacob to the protest of the Charleston retentionist against any action on his part, looking to the removal of the seat of the State government, is published in full in the Wheeling papers. It reviews fully and fairly the arguments advanced by those who are endeavoring to prevent the carrying out of the removal measure passed by the Legislature, and the clear reasoning it contains, as well as its freedom from any effort to shirk any question involved in the discussion, commend it to the unprejudiced consideration of the people of the State.

Before taking up the matter of the alleged unconstitutionality of the act the Governor corrects the misapprehension that the removal act taking effect, is made contingent on some official act of his. He says that the first clause decides that, until otherwise provided by law, the seat of government "shall be at the city of Wheeling," without any action on his part. He further says that on and after ninety days, the seat of government will be in Wheeling, "whether or not the public property shall have been removed there." The place where the seat of government may be is not determined by those "incidents" and "sequences," but by the "express declaration of the Legislature." So the Governor's refusal to execute the duties imposed on him by the Legislature would not retain the seat of government in Charleston. In answer to the argument that there is something in the bill not expressed in the title, he cites this clause in the new constitution, which is, as he says, different from that of '63. "No act hereafter passed shall embrace more than one object, and that shall be expressed in the title. But if any object shall be embraced in an act which is not so expressed, the act shall be void only as to such thereof as shall not be so expressed."

It follows clearly that at least a temporary removal is in force. The word "temporarily" may be looked upon as a surplusage, as the title would have been complete without it. There can be no "irreconcilable conflict" between the title and body of the act. "Temporarily" and "until otherwise provided by law," are in effect convertible terms. The Constitution says "the seat of government shall be

at Charleston, until otherwise provided by law." No one claims that this located the seat of government permanently at Charleston; and if the location was not permanent it must have been temporary, as the terms are contradictory. The Governor quotes from the case of Bridges vs. Shallice, to show that if his arguments only served to show a doubt upon the correctness of the position of the protestants, the result is the same:

"The courts should sustain legislative action when not clearly satisfied of its invalidity, and unless it clearly appears that it is contrary to the Constitution, then there is reasonable doubt of its validity, and it should be sustained and enforced."

The Governor says the section of the constitution locating the seat of Government at Charleston, expressly provided for a removal, if it should become advisable, in the clause, "until otherwise provided by law."

Of the argument that the act is unconstitutional because no appropriation is made to execute it, he says:

"Most of the items of the general appropriation act are intended to cover such cases. A law may be inoperative because no means are provided for carrying it out, but not unconstitutional and void on this account."

To all the questions of policy that are raised, the Governor merely declares that it is not his business. The Legislature has settled all that.

"The courts have no power to restrain the Legislature from passing a law which they may have reason to believe is unconstitutional, but afterwards, 'in a proper case,' they may pass upon the constitutionality of it in the same way the courts have no authority to restrain the Governor from executing a law, or prescribe the mode in which he shall execute it, but afterwards they may 'in a proper case' decide upon the constitutionality of the law itself, or whether it has been duly executed. I take it that the court can neither compel nor restrain the Governor in his executive duties."

The Governor goes on to say that it would "be anomalous and without precedent for a court, before any act is done under a law, to assume to pass upon the act of its constitutionality. I am not aware that the attempt was ever made except in one case, Mississippi vs. Johnson, President, 4 Wallace, p. 475. In this case the Supreme Court of the United States refused permission to file the bill."

His Excellency, as he himself explains, is not an inferior officer, but on a level with the Legislature and Judiciary, therefore his acts are not ministerial but executive.

In conclusion Governor Jacob says: "Is not obedience to the law the only course for an executive officer to pursue in this case? With my views upon this question, I could not even justify my refusal to execute the law by the claim that the Act is unconstitutional. And as members of a profession who are trained to the highest respect for the Constitution and laws of the land, I know you will not expect me to fall short of my constitutional obligations, however much we may differ in opinion."—Wheeling Standard.

And now it is said that Hon. J. B. Jackson, of Wood county, is the coming man for Congress in the First District, and the saying seems to be faithful and worthy of general acceptance. "Twas ever thus. From the very start, ever since Isaac Good and Dan Johnson commenced setting traps for Ben Wilson's seat, it has been feared that popular judgment with its usual provoking caprice, would pass their wondrous merits by, and light upon some man of unpretending common sense, who had never engineered a single scandal, or played the demagogue for an hour in his life. That fear seems likely to be realized. Scandal mongers and demagogues are not rising rapidly to glory in the First District.—Charleston Courier.

## To the Public.

Since the great reduction in the price of FURNITURE, together with my many facilities for furnishing the same, I wish to call the attention of my patrons and the public to the fact that I have now on hand a much larger stock than heretofore, of all kinds of

## CABINET FURNITURE,

which I offer for sale at PRICES GREATLY REDUCED, such as will, I guarantee, bear the test of competition. I also keep on hand a full stock of

## MATTRESSES, BOLSTERS,

SQUARE PILLOWS, FLINN'S PATENT BED-SPRINGS, ROSEWOOD & GILT MOULDING of all sizes. FRAMES of all sizes made to order. Parties wishing to get the CHEAPEST SET OF PARLOR SUITS will find it greatly to their advantage and have the right to run by getting me to order for them. Catalogue of prices and sample cloth shown on application.

In addition to the above, and in compliance with the wishes of many of our citizens, I have made

## Undertaking

a specialty. I have now on hand ready made COFFINS of all styles and sizes, and will shortly get different styles of BURIAL CASES and CASKETS. My stock of Coffin Trimmings surpasses anything of the kind that was ever exhibited in this market before. With an experience of 26 years among you, and close attention to business, I will in the future as in the past, endeavor to give full satisfaction in my line of business, and thus merit your esteem.

JACOB SCHMITT,  
Weston, April 29.

DR. D. WARD, Dentist,  
Will visit JACKSONVILLE May 11, and remain 4 days.

FALL'S MILLS, May 15—2 days.

LUMBERPORT, May 18—3 days.

GLENNVILLE, May 22—4 days.

STUMPTOWN, May 25—2 days.

All work warranted for 5 years. Come for plate work on the first days. Will visit the above places regularly twice a year.

## ASPINALL &amp; ROHRBOUGH'S

## GREAT AMERICAN

## HIPPODROME

WILL EXHIBIT ON

MAIN STREET, WESTON.

Until further notice.



## THIS MONSTER SHOW

will be on exhibition daily from 7 A. M., to 10 P. M., (Sundays excepted.)

## THE FEROCIOUS

## Wild Beasts of the Forest

will not be on exhibition at present, but their absence will be fully made up by a large stock of Dry Goods, Groceries, Notions, Ready Made Clothing, Boots and Shoes, Crockery, Wooden ware, &c. We will not enter into the

## Den of Wild Lions,

but will be in our proper place, and will sell our goods at such figures that you will forget all about such things as Wild Lions, and rejoice that you have saved your money to invest in Dry Goods, Groceries and Notions, marked down to the lowest price. Neither will we introduce the

## Ten Baby Elephants,

but will sell you Ladies' Dress Goods at prices that will convince you that we understand our business. Those who have never seen the road live

## HIPPOPOTAMUS,

will not see it here, but will see Groceries, &c. sold at "old time" prices. Among the living curiosities we regret we have not at present on hand

## A LIVE SNAKE 100 FEET LONG,

but what odds when you can see the variety of goods and bargains we give. Our

## LIVE SEA LION

is dead, but by buying our goods of first hands, we dispense with the "middle man's" profit, and can therefore sell low.

So we will not mourn for the escaped

## TIGERS, HYENAS &amp; LEOPARDS,

As long as we can get our goods at invoice prices, thereby saving from 15 to 20 per cent.

## THE 8 GRIZZLY BEARS

will not get loose, so no one will get hurt, but will save money by buying of us.

## CALL AND BE CONVINCED.

ASPINALL & ROHRBOUGH,  
Main Street, Weston.

## Commissioner's Notice.

COMMISSIONER'S OFFICE,  
Circuit Court Lewis County,  
Weston, April 19, 1875

Edwin D. Camden and William D. Camden, plaintiffs,

vs.  
John N. Camden, Thomas B. Camden, Lorenzo D. Camden, Amanda E. McKinnon, nee Amanda E. Camden, Mary Matilda Camden and John S. Camden, children and heirs at law of John S. Camden, deceased, Thomas B. Camden, administrator of the personal estate of said deceased, and John McKinnon, husband of the said Amanda E. defendants.

In pursuance of an order of the Circuit Court of Lewis county, made in the above named cause, made on the 9th day of March, 1875, referring the same to a Commissioner of this Court to examine into the matters contained in the exceptions to the report and statement of settlement last made by Commissioner Taylor of his accounts as administrator of John S. Camden, deceased, and to modify or amend the said settlement as may appear proper, the undersigned, as Commissioner of said Circuit Court of Lewis county, will proceed, on the 25th day of May, 1875, at his said office, to execute said order of reference, and it is necessary, will continue the same from day to day and from time to time until completed.

G. J. BUTCHER,

April 28—4t Commissioner.

## Commissioner's Notice.

COMMISSIONER'S OFFICE,  
Circuit Court Lewis County,  
Weston, April 19, 1875.

George W. Hudson, in his own right, and as administrator of the personal estate of William W. Hudson, deceased, plaintiffs,

vs.  
John M. Cummings, John C. Jackson, D. M. Bailey, trustee, Matthew W. Harrison, H. W. Spour and Nancy A., his wife, defendants;

And  
C. P. Hudson, plaintiff,

vs.  
John M. Cummings, John C. Jackson, D. M. Bailey, trustee, and Matthew W. Harrison, defendants.

In pursuance of an order made jointly in the above named causes by the Circuit Court of Lewis county, on the 6th day of March, 1875, referring said causes to a Commissioner of the Court, to ascertain and report what sum of money, payable annually, would be fit and proper for the life maintenance and support of Elizabeth W. Spour, and Nancy A., his wife, severally; and also what is the present gross value severally of their life maintenance and support, chargeable on the tract of 257 acres of land mentioned in the first named cause, under the deed between John M. Cummings and Spour and wife, dated 20th December, 1871, and what sum may have been paid them on the same, and when and by whom paid; the liens existing against the two tracts of land in the bills mentioned; their amounts and priorities; and also any other pertinent matter which the Commissioner might deem proper.

The undersigned, as such Commissioner, do hereby give notice to all the parties in the two said causes that he has fixed on the 24th day of May, 1875, at his said office, to execute said order of reference, and the same will be continued from day to day, if necessary, until completed.

G. J. BUTCHER,

April 26—4t Commissioner.

## LAND SALE.

J. F. W. Holt

vs.  
Lewis Snyder's administrator, widow and heirs.

As Commissioner, appointed by decree of the Circuit Court of Lewis county, at the March term thereof, 1875, shall, as such Commissioner, offer at public sale, at the front door of the Court House of Lewis county, West Virginia, on Monday, the 7th day of June, 1875, that being a County Court day, the tract of

256 ACRES OF LAND

in the bill and proceedings of the above mentioned cause, upon a credit of 6, 12 and 18 months. The purchaser will be required to execute bonds with approved security, bearing interest from the day of sale; and the title will be retained until the further order of the Court.

W. E. LIVERY,

May 3—4w Commissioner.

## FOR SALE AT

## PUBLIC AUCTION

40

## Tracts of LAND

in Lewis and Gilmer counties, varying from 17 to 100 acres, surveyed to make desirable Farms. Convenient to Churches, Schools and Mills. Traversed by or near good Roads

near good Roads

TITLE INDISPUTABLE.

SALE POSITIVE.

A splendid chance to secure a home or make an investment.

As Commissioner of the Circuit Court of Lewis county, appointed for the purpose in the chancery cause of John Brannon, Commissioner, against Lewis Bailey's administrator and heirs, I will, on

Monday, June 7, 1875,

being the first day of the June term of the County Court of Lewis county, if not sooner sold at private sale, proceed to sell at public auction, at the front door of the Court House of Lewis county, about

FORTY TRACTS OF LAND,

ranging in size from 17 to 160 acres, being the unold tracts of land assigned to Mister Bailey's heirs upon partition of the lands of Camden, Bailey and Camden, by the Circuit Court of Lewis county.

These tracts lie on the waters of Sand Fork and Leading Creek of the Little Kanawha river, from 10 to 20 miles from Weston, in Lewis county, and with the exception of 2 or 3, are situated in Lewis county. They are well watered and covered with valuable timber, which, from most of them, can be readily floated to the Little Kanawha river, and from thence to market. They are in good neighborhoods, convenient to stores, churches, mills, schools and roads, and are desirable either for homes or a safe and profitable investment. Should the Weston & West Fork Railroad be completed to Weston, which is now highly probable, it will greatly enhance the value of these lands.

THE TRACTS will be sold separately upon a credit of 6, 12, 18 and 24 months, the purchaser giving bond with good security for the several instalments of purchase money, bearing interest from date. A lien will also be retained on the land as a further security. Acting as Commissioner, I will convey without warranty, but the title is believed to be indisputable.

Parties desiring to purchase at

PRIVATE SALE

can do so by calling on me before the 7th day of June, 1875.

W. G. BENNETT,

May 3—4w Commissioner.

## Commissioner's Sale of

## VALUABLE REAL ESTATE

Franklin Maxwell, Executor of Lewis Maxwell, deceased,

vs.  
Elias Simmon's heirs;

And  
William H. Waggy

vs.  
Isaac Waggy et al;

And  
I. N. Roberts

vs.  
Isaac Waggy et al;

And  
John R. King, executor of Margaret Waggy, deceased,

vs.  
Isaac Waggy et al.

IN CHANCERY.

In pursuance of a joint decree entered in the above named causes by the Circuit Court of Lewis county, at the March term, 1875, the undersigned Commissioners appointed for the purpose, will proceed on the first day of the June term, 1875, of the County Court of Lewis county, at the front door of the Court House of said county, to sell at public auction, to the highest bidder, upon a credit of 6, 12 and 18 months,

160 ACRES OF LAND,

lying on the waters of Polk Creek, about 4 miles from Weston, adjoining lands of Wm. Waggy, and known as the Simmon's place. And will also proceed on the first day of the June term 1875, at the County Court of Lewis county, at the front door of the Court House of said county, to sell at public auction, to the highest bidder, upon a credit of six, twelve and eighteen months, a

VALUABLE TRACT OF LAND,

in said county of Gilmer, situated on the Sand Fork of the Little Kanawha, known as the Batten's Mill property, and containing about 629 ACRES

The purchasers of these two several tracts of land will be required to execute their bonds bearing interest from date, with good personal security, for the payment of the respective instalments of purchase money.

WM. E. LIVERY,

W. G. BENNETT,

May 3—4w Commissioners.

## ASSIGNEE'S SALE

As Assignee of the estate of Samuel B. Moyers, bankrupt, I will proceed to sell to the highest bidder at the Court House door in the town of Weston, on Saturday, the 5th day of June, 1875,

853 ACRES OF LAND

on the waters of Cedar Creek, in Gilmer county, West Virginia, being the portion assigned to said Samuel B. Moyers upon partition of 1,703 acres of land on the waters of said Creek, in Gilmer and Braxton counties, between Samuel B. Adam and Jackson Moyers.

TERMS OF SALE—The said land will be sold for one-fourth part of purchase money cash in hand, and the remainder in equal instalments, on a credit of 6, 9 and 12 months, the purchaser giving bonds with approved personal security; and a lien will be retained on the land as a further security for the deferred payments.

W. G. BENNETT,

May 3—4w Assignee.

## ASSIGNEE'S SALE.

As Assignee of the estate of Adam S. Moyers, bankrupt, I will proceed to sell to the highest bidder, at the Court House door in the town of Weston, on Saturday, the 5th day of June, 1875, all the interest that said bankrupt had in an undivided one-third of 1,765 acres of land, lying on the waters of Cedar Creek, in Braxton and Gilmer counties, West Virginia.

TERMS OF SALE—The said land will be sold for one fourth part of purchase money cash in hand, and the remainder in equal instalments, on a credit of 6, 9 and 12 months, the purchaser giving bonds with approved personal security; and a lien will be retained on the land as a further security for the deferred payments.

WM. A. NORTHCOTT,

May 3—4w Assignee.



Chalfant & Moore,

—DEALERS IN—

## HARDWARE.

## AGRICULTURAL IMPLEMENTS,

## Window Glass, Paints, Oil,

## FAMILY GROCERIES, &amp;c.,

Main Street, Weston.

The attention of Patrons of Husbandry, and all others in want of goods in our line, is called to our large and varied stock now being placed in our spacious warehouse, recently refitted and modernized, at No. 10, Main Street.

Tools for Farmers and Mechanics

Full and complete assortment at the lowest rates; and particular attention will be paid to furnishing a complete outfit of blacksmith's tools, such as

ANVILS,

BELLOWS,

VICES,

STOCK DIES,

HAMMERS,

SLEDGES, &c.

## SLIGO AND JUNIATA IRON

of all kinds and sizes, and every piece warranted of the best quality, at lowest prices.

STOVES &

CASTINGS,

Call and examine our stock of

STOVES,

GRATE FRONTS,

HOLLOW WARE,

Sold at prices to defy competition.

W. E. LIVERY,

W. G. BENNETT,

May 3—4w Commissioners.

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WM. A. NORTHCOTT,

May 3—4w Assignee.

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